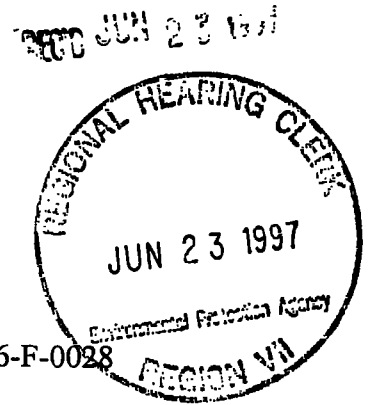


UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VII
726 MINNESOTA AVENUE
KANSAS CITY, KANSAS 66101



IN THE MATTER OF:)

PRIER BRASS SUPERFUND SITE)
Kansas City, Missouri)

) Docket No. VII-96-F-0028)

CST, L.L.P.)
Gregory E. Short, individually)
Settling Respondents)

) AGREEMENT AND COVENANT)
) NOT TO SUE)

UNDER THE AUTHORITY OF THE)
COMPREHENSIVE ENVIRONMENTAL)
RESPONSE COMPENSATION, AND)
LIABILITY ACT OF 1980, 42 U.S.C.)
§ 9601, et seq., as amended.)
_____)

I. INTRODUCTION

This Agreement and Covenant Not to Sue ("Agreement") is made and entered into by and between the United States Environmental Protection Agency ("EPA") and CST, L.L.P., and Gregory E. Short, (hereafter "Settling Respondents") (collectively the "Parties").

The EPA enters into this Agreement pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C.

§ 9601, et seq.

2-12-97
10:10 AM
10:10 AM

The Assistant Attorney General of the Environment and Natural Resources Division approves this Agreement pursuant to the inherent settlement authority of the Attorney General to settle claims of the United States as delegated.

CST, the prospective purchaser of the Property, is a limited liability partnership organized under the laws of the state of Missouri. The prospective purchaser intends to acquire and use the Property to house the headquarters for a demolition and construction business owned and operated by the principals of CST.

Gregory E. Short is an individual who owns an interest in CST, L.L.P., and in the demolition and construction business to be located at the property.

Each Party agrees to undertake all actions required of that Party by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Sections VII, VIII, IX, and X, the potential liability of the Settling Respondents for the existing Contamination at the Property which would otherwise result if Settling Respondents were to become the owners of the Property.

The Parties agree that the Settling Respondents' entry into this Agreement, and the actions undertaken by the Settling Respondents in accordance with the Agreement, do not constitute an admission of any liability by either of the Settling Respondents.

The resolution of this potential liability, in exchange for provision by the Settling Respondents to EPA of a substantial benefit, is in the public interest.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations, including any amendments thereto.

1. "DOJ" shall mean the United States Department of Justice.
2. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.
3. "Existing Contamination" shall mean any hazardous substances, pollutants or contaminants, present or existing on or under the Property as of the effective date of this Agreement.
4. "Parties" shall mean EPA and the Settling Respondents.
5. "Property" shall mean that portion of the Site being purchased by Settling Respondent, CST, which is described in Exhibit 1 of this Agreement.
6. "Settling Respondents" shall mean CST, L.L.P., and Gregory E. Short.
7. "Site" shall mean the Prier Brass Superfund Site, encompassing approximately eleven acres, located at 7801 Truman Road in Kansas City, Missouri, and depicted generally on the map attached as Exhibit 2. The Site includes the Property, and all adjacent areas to which hazardous substances and/or pollutants or contaminants, have come to be located including areas underneath existing structures. The Site is adjacent to the Blue River to the south and west, Truman Road to the north and property owned by Harry Bratt on the east.

8. "United States" shall mean the United States of America, its departments, agencies, and instrumentalities.

III. STATEMENT OF FACTS

9. The Prier Brass Site was the location on which Prier Brass Manufacturing Company formerly operated a brass foundry which manufactured brass railcar components and plumbing supplies. Prier Brass Manufacturing Company operated at the Site from near the turn of the century until 1985, and disposed of waste foundry sands and sludge on the Site by landfilling them along the banks of the Blue River. Investigations by the Missouri Department of Natural Resources, ("MDNR") in the mid to late 1980s confirmed the existence of characteristic hazardous waste in soils on the Site.

10. In 1985 the Prier Brass Manufacturing Company went through a bankruptcy proceeding and all its assets were liquidated.

11. In 1992 MDNR asked EPA to investigate the Site for potential response action.

12. In 1995 EPA conducted a fund-lead non-time critical removal action at the Site, to address lead contamination over 1,000 ppm which posed a direct contact health threat. The cost of the EPA action was approximately \$2.5 million.

13. The Existing Contamination involves levels of lead contaminated foundry dust, and soil exceeding 1,000 ppm located underneath the building that is on the Property which is the subject of this agreement. The Agency for Toxic Substances and Disease Registry (ATSDR) has determined that the existing contamination does not pose a direct contact threat to public health and the environment because it is contained under the building foundation, but if the building

foundation were to be disturbed, or removed, the contamination underneath the building must be managed appropriately to avoid a release of hazardous substances.

14. The Property lies within the Site and is currently owned by the Land Trust of Jackson County, Missouri, ("Land Trust"). The Land Trust acquired title to the Property after Prier Brass Manufacturing Company abandoned the Site and stopped paying real estate taxes.

15. CST, L.L.P., is a Missouri limited liability partnership with a principal place of business at 1111 Winchester, Kansas City, Missouri. CST, L.L.P., desires to purchase the Property and proposes to use the Property for such legal industrial uses as CST, L.L.P. may, within its discretion, from time to time decide, with the initial specific intended use being the housing of the headquarters for a demolition and construction business.

16. Each Settling Respondent represents, and for the purposes of this Agreement EPA relies on those representations, that each Settling Respondent has had no involvement with the Site, other than an intent that Settling Respondent, CST, L.L.P., shall purchase the Property.

IV. CONSIDERATION

17. In consideration of and in exchange for the United States' Covenant Not to Sue in Section VIII herein, Settling Respondents agree to pay to EPA the sum of \$50,000 within thirty (30) days of the effective date of this Agreement and to file and comply with the Declaration of Covenants and Restrictions, ("Deed Restrictions") as specified in Paragraph 19 herein. The Settling Respondents shall make all payments required by this Agreement in the form of a certified check or checks made payable to "EPA Hazardous Substance Superfund," referencing

the EPA Region VII, EPA Docket number, and Site/Spill ID# KE and name and address of Settling Respondents. The check shall be sent to:

Superfund
c/o Mellon Bank
Financial Management Section
Post Office Box 360748M
Pittsburgh, Pennsylvania 15251

Notice of payment shall be sent to those persons listed in Section XV (Notices and Submissions) and to EPA Region Financial Management Officer, Gerald Lee, 726 Minnesota Ave., Kansas City, Kansas, 66101.

18. Amounts due and owing pursuant to the terms of this Agreement but not paid when due shall accrue interest at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C.

§ 9607(a), compounded on an annual basis.

19. The Parties acknowledge that the Property will be conveyed to Settling Respondent, CST, by quit claim deed from the Land Trust. At the time of the conveyance, Settling Respondent, CST, shall file, at the time of filing the deed, in the Office of the Director of Records in Kansas City, Jackson County, Missouri, the Deed Restrictions attached hereto as Exhibit 3. Settling Respondents and the successors in interest and assigns of Settling Respondents, and all other persons who acquire any interest in the Property, shall comply with and strictly enforce the Deed Restrictions.

V. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

20. Commencing upon the date that Settling Respondent, CST, acquires title to the Property, Settling Respondents agree to provide to EPA, its authorized officers, employees, representatives, and all other persons performing response actions under EPA oversight, an irrevocable right of access at all reasonable times to the Property and to any other property to which access is required for the implementation of response actions at the Site, to the extent access to such other property is controlled by such Settling Respondent, for the purposes of performing and overseeing response actions at the Site under federal and state law. EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, ("RCRA") et seq., and any other applicable statute or regulation, including any amendments thereto.

21. Within thirty (30) days after the effective date of this Agreement, the Settling Respondents shall record a certified copy of this Agreement in the Office of the Director of Records in Kansas City, Jackson County, Missouri. Thereafter, each other instrument conveying an interest in the Property shall contain a notice stating that the Property is subject to this Agreement and the Deed Restrictions. A copy of these documents should be sent to the persons listed in Section XV (Notices and Submissions).

22. The Settling Respondent, CST, shall ensure that while Settling Respondent, CST, owns the Property, all successors in interest, lessees, and sublessees, of the Property shall be required by their leases and subleases to provide the same access and cooperation required of

Settling Respondent, CST, under Paragraphs 19 and 20 of this Agreement. The Settling Respondent, CST, shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the Property or an interest in the Property entered into by the Settling Respondent, CST, or while the Settling Respondent, CST, holds title to the Property, are consistent with this Section, and Section XI (Parties Bound/Transfer of Covenant), of the Agreement.

VI. DUE CARE/COOPERATION

23. Settling Respondents shall exercise due care at the Site with respect to the Existing Contamination and shall comply with all applicable local, State, and federal laws and regulations. Settling Respondents recognize that the implementation of response actions at the Site may interfere with Settling Respondent, CST's, use of the Property, and may require closure of its operations or a part thereof. The Settling Respondents agree to cooperate fully with EPA in the implementation of response actions at the Site and further agrees not to interfere with such response actions. EPA agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Settling Respondents' operations by such entry and response. In the event the Settling Respondents become aware of any action or occurrence which causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Respondents shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of

release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify EPA of such release or threatened release.

VII. CERTIFICATION

24. By entering into this Agreement, the Settling Respondents certify that to the best of their knowledge and belief they have fully and accurately disclosed to EPA all information known to Settling Respondents and DECO Construction Company and all information in the possession or control of its partners, officers, directors, and construction company employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Site and to its qualification for this Agreement. The Settling Respondents also certify that to the best of their knowledge and belief they have not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Site. If the United States determines that information provided by Settling Respondents is not materially accurate and complete, the Agreement, within the sole discretion of the United States, shall be null and void and the United States reserves all rights it may have.

VIII. UNITED STATES' COVENANT NOT TO SUE

25. Subject to the Reservation of Rights in Section IX of this Agreement, and upon payment of the amount specified in Section IV (Payment) of this Agreement, and the recording of the Deed Restrictions specified in Section IV, the United States covenants not to sue or take any other civil or administrative action against Settling Respondents for any and all civil liability

for injunctive relief or reimbursement of response costs pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a), with respect to the Existing Contamination.

IX. RESERVATION OF RIGHTS

26. The covenant not to sue set forth in Section VIII above does not pertain to any matters other than those expressly specified in Section VIII (United States' Covenant Not to Sue). The United States reserves and the Agreement is without prejudice to all rights against Settling Respondents with respect to all other matters, including but not limited to, the following:

a. claims based on a failure by Settling Respondents to meet any of their obligations under this Agreement, including but not limited to Section IV (Consideration), Section V (Access/Notice to Successors in Interest), Section VI (Due Care/Cooperation), Section XIV (Payment of Costs).

b. any liability resulting from past or future releases of hazardous substances, pollutants or contaminants, at or from the Site caused or contributed to by Settling Respondents, its successors, assignees, heirs, personal representatives, lessees or sublessees;

c. Any liability resulting from exacerbation by Settling Respondents, their successors, assignees, lessees or sublessees, of existing contamination;

d. any liability resulting from exacerbation by Settling Respondents, their successors, assignees, lessees or sublessees, of the natural gas well located on the property;

e. any liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants, at the Site after the effective date of this Agreement, not within the definition of Existing Contamination;

f. criminal liability;

g. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessment incurred by federal agencies other than EPA; and

h. liability for violations of local, State or federal law or regulations.

27. With respect to any claim or cause of action asserted by the United States, the Settling Respondents shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination,

28. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a party to this Agreement.

29. Nothing in this Agreement is intended to limit the right of EPA to undertake future response actions at the Site or to seek to compel parties other than the Settling Respondents to perform or pay for response actions at the Site. Nothing in this Agreement shall in any way restrict or limit the nature or scope of response actions which may be taken or be required by EPA in exercising its authority under federal law. Settling Respondents acknowledge that Settling Respondent, CST, is purchasing property where response actions may be required.

X. SETTLING RESPONDENT'S COVENANT NOT TO SUE

30. In consideration of the United States' Covenant Not To Sue in Section VIII of this Agreement, the Settling Respondents hereby covenant not to sue and not to assert any claims or causes of action against the United States, its authorized officers, employees, or representatives with respect to the Site or this Agreement, including but not limited to, any direct or indirect claims for reimbursement from the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507, through CERCLA Sections 106(b)(2), 111, 112, 113, or any other provision of law, any claim against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 related to the Site, or any claims arising out of response activities at the Site, including claims based on EPA's oversight of such activities or approval of plans for such activities.

31. The Settling Respondents reserve, and this Agreement is without prejudice to, actions against the United States based on negligent actions taken directly by the United States, not including oversight or approval of the Settling Respondents' plans or activities, that are brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA.

32. Nothing herein shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

XI. PARTIES BOUND/TRANSFER OF COVENANT

33. This Agreement shall apply to and be binding upon the United States, and shall apply to and be binding on the Settling Respondents, and their respective successors, assigns,

personal representatives and heirs. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.

34. Notwithstanding any other provisions of this Agreement, all of the rights, benefits and obligations conferred upon Settling Respondents under this Agreement may be assigned or transferred to any person with the prior written consent of EPA in its sole discretion.

35. The Settling Respondent agrees to pay the reasonable costs incurred by EPA to review any subsequent requests for consent to assign or transfer the Property.

36. In the event of an assignment or transfer of the Property or an assignment or transfer of an interest in the Property, the assignor or transferor shall be bound by all the terms and conditions, and subject to all the benefits, of this Agreement except as EPA and the assignor or transferor agree otherwise and modify this Agreement, in writing, accordingly. Moreover, prior to or simultaneous with any assignment or transfer of the Property, the assignee or transferee must consent in writing to be bound by the terms of this Agreement including, but not limited to, the certification requirement in Section VII of this Agreement in order for the Covenant Not to Sue in Section VIII to be available to that party. The Covenant Not To Sue in Section VIII shall not be effective with respect to any assignees or transferees who fail to provide such written consent to EPA.

XII. DISCLAIMER

37. This Agreement in no way constitutes a finding by EPA as to the risks to human health and the environment which may be posed by contamination at the Property, or the Site nor

constitutes any representation by EPA that the Property or the Site is fit for any particular purpose.

XIII. DOCUMENT RETENTION

38. The Settling Respondents agree to retain and make available to EPA all business and operating records, contracts, site studies and investigations, and documents relating to operations at the Property which involve altering, replacing or penetrating the building foundation and/or flooring, for at least ten years, following the effective date of this Agreement unless otherwise agreed to in writing by the Parties. At the end of ten years, the Settling Respondents shall notify EPA of the location of such documents and shall provide EPA with an opportunity to copy any documents at the expense of EPA.

XIV. PAYMENT OF COSTS

39. If the Settling Respondents fail to comply with the terms of this Agreement, including, but not limited to, the provisions of Section IV (Consideration), of this Agreement, Settling Respondents shall be liable for all litigation and other enforcement costs incurred by the United States to enforce this Agreement or otherwise obtain compliance.

XV. CONDITIONS TO CLOSING

40. It is expressly agreed that the obligations of Settling Respondents under this Agreement are conditioned upon the prior written approval by the Director of MDNR of the application of Settling Respondent, CST, dated November 27, 1996 for a change of use of the Property, which approval is required because the Property is listed on the Missouri Registry of

Confirmed Abandoned or Uncontrolled Hazardous Waste Sites and upon the conveyance of the Property by Land Trust to Settling Respondent, CST.

XVI. NOTICES AND SUBMISSIONS

41. All notices sent under this Agreement shall be directed to the parties as follows:

Environmental Protection Agency

Tim Curry
On-Scene Coordinator
Superfund Division
726 Minnesota Avenue
Kansas City, Kansas

Settling Respondents

Attn: Gregory E. Short
1111 Winchester
Kansas City, Missouri 64126

XVII. EFFECTIVE DATE

42. The effective date of this Agreement shall be the date upon which EPA issues written notice to the Settling Respondents that EPA has fully executed the Agreement after review of and response to any public comments received.

XIII. TERMINATION

43. If any Party believes that any or all of the obligations under Section V (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision establishing such obligations; provided, however, that the provision in

question shall continue in force unless and until the Party requesting such termination receives written agreement from the other party to terminate such provision.

XIX. CONTRIBUTION PROTECTION

44. With regard to claims for contribution against Settling Respondents, the Parties hereto agree that the Settling Respondents are entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C.

§ 9613(f)(2) for matters addressed in this Agreement. The matters addressed in this Agreement are all response actions taken or to be taken and response costs incurred or to be incurred by the United States or any other person for the Site with respect to the Existing Contamination.

45. Settling Respondents agree that with respect to any suit or claim for contribution brought by Settling Respondents for matters related to this Agreement, the Settling Respondents will notify the United States in writing no later than 60 days prior to the initiation of such a suit or claim.

46. Settling Respondents also agree that with respect to any suit or claim for contribution brought against Settling Respondents for matters related to this Agreement, the Settling Respondents will notify in writing the United States within 10 days after the complaint is served on the Settling Respondents.

XX. PUBLIC COMMENT

47. This Agreement shall be subject to a thirty-day public comment period, after which EPA may modify or withdraw its consent to this Agreement if comments received

disclose facts or, considerations which cause EPA to conclude that this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

5/8/97
Date

for William Grams
Dennis Grams, P.E.
Regional Administrator
U.S. EPA
Region VII

IT IS SO AGREED:

4/17/97
Date

CST, L.L.P.
By G.E.S. Enterprises, L.L.C.

Gregory E. Short
By: Gregory E. Short, Manager

4-17-97
Date

Steve Short
S.S. Enterprises, L.L.C.
By: Steve Short, Manager

4/17/97
Date

Gregory E. Short
Gregory E. Short, Individually

FOR THE UNITED STATES

6/16/97
Date

Lois Schiffer
Lois Schiffer
Assistant Attorney General
Land and Natural Resources Division

DECLARATION OF COVENANTS AND RESTRICTIONS

CST, L.L.P., a Missouri limited liability partnership, ("Declarant"), hereby subjects the real property described below ("Property") to the provisions of this Declaration of Covenants and Restrictions ("Declaration"), and publishes and declares that all of the following terms, conditions, restrictions and obligations shall be deemed to affect and encumber all of the Property described below, and shall be covenants running with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and to all or any other persons acquiring or owning any interest whatsoever in any portion of the Property described below, and any improvements thereon, and such persons' grantees, successors, heirs, executors, administrators, devisees and assigns.

WITNESSETH:

WHEREAS, Declarant is the owner of the following described real property (a 3.3 acre parcel) located in the City of Kansas City, Jackson County, Missouri, legally described as follows:

STARKS BLUE RIVER ADD LOTS 276 THRU 281 (EX
PT TAKEN FOR VIADUCT) & LOTS 282 THRU 292 &
VAC ALLEY ADJ SD TR, ALSO VAC SMALLEY ST E OF
& ADJ & BLUE RIVER RD S OF & ADJ, ALSO TH PT
OF LOT 311 LY E OF CEN LI BLUE RIVER RD & W
OF E LINE LOT 230 EXTENDED S TO S LI SD LOT
311

NOW THEREFORE, Declarant hereby states and declares as follows:

1. Declarant shall not excavate or in any way disturb or allow others to excavate or in any way disturb the foundation or flooring or soil beneath the flooring of the existing building located on the Property except in accordance with the following provisions:

a. Declarant shall maintain in good condition and repair or replace as necessary, the building's foundation and/or flooring.

b. Notwithstanding the foregoing, in the development of the Property, excavations for footings, utilities, poles, or for any other development need, the building foundation or flooring may need to be penetrated.

2. In the event that Declarant desires to alter or remove the building foundation and/or flooring over all or part of the premises, Declarant shall do the following:

a. During excavation the building foundation and/or flooring may be penetrated and potentially contaminated material removed from the excavation shall be sampled, handled consistent with Resource Conservation and Recovery Act (RCRA) requirements and either:

i) Returned to the excavation area and capped with a concrete cover, or

ii) Shipped off-site for proper disposal.

b. The contaminated soil will be segregated and protected so as not to migrate from the Property prior to placement back in the excavation or prior to off-site disposal. Upon completion of the work, backfilling will be accomplished by using clean soil, sampled and determined to contain less than 1,000 ppm lead.

3. Any new building foundation or flooring shall be maintained in good condition and repaired or replaced, if necessary and shall not be excavated or disturbed except in accordance with Paragraph 2.

4. Declarant shall give, at least thirty (30) days prior notice of the intended conveyance of any interest in the Property, written notice of this Declaration to the proposed grantee and written notice to the United States Environmental Protection Agency, Region VII, of the proposed conveyance, including the name and address of the proposed grantee, and the date on which notice of the Declaration was given to the proposed grantee. EPA shall be notified by letter to Mr. Tim Curry,

Superfund On-Scene Coordinator, 726 Minnesota Avenue, Kansas
City, Kansas, 66101.

5. Declarant shall provide in any deed, or other instrument of conveyance for the Property, a notice stating that the Property is being conveyed subject to this Declaration.

6. Declarant and the United States shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the provisions of this Declaration, in addition to any legal action for damages, and the costs of such actions, whether injunctive or legal, when incurred shall be a charge on the Property and a lien thereon. The failure of Declarant or the United States to enforce any of the provisions set forth herein at the time of its violation shall in no event be deemed a waiver of the rights to do so later.

All of the above restrictions and covenants shall be covenants running with the land and be binding upon Declarant and its successors, assigns, and transferees. The restrictions set forth shall remain in full force and effect unless and until EPA issues a determination in writing to either modify or terminate the restrictions, or any part thereof, in response to a petition from the Declarant, as provided below. A copy of these

restrictions shall be provided by each future owner of the Property to its respective successors, assigns and transferees.

Declarant may petition the Regional Administrator of the EPA, Region VII, or his delegate, to modify or terminate this Declaration. Any petition for modification or termination shall state the specific provision sought to be modified or terminated and the proposed additional uses of the Property. The Regional Administrator may, in writing, grant or deny the petition or portions of the petition.

No provision of this Declaration shall be construed so as to violate any applicable zoning laws, regulations or ordinances. If any such conflict does arise, the applicable zoning laws, regulations or ordinances shall prevail, unless they are inconsistent with CERCLA.

THIS DECLARATION shall continue in full force and effect until such time as a notice of termination of this Declaration, executed by the Declarant and an authorized representative of the United States has been filed in the Office of the Director of Records in Kansas City, Jackson County, Missouri.

The undersigned persons executing this Declaration on behalf of the Declarant represent and certify that they are duly

authorized and have been fully empowered to execute and deliver this Declaration.

IN WITNESS WHEREOF, CST, L.L.P., has caused this instrument to be executed this 17th day of April, 1997.

CST, L.L.P.

By G.E.S. Enterprises, L.L.C.

Date

4/17/97

By:

Gregory E. Short, Manager

By S.S. Enterprises, L.L.C.

Date

4-17-97

By:

Steve Short, Manager

State of Missouri)
)
County of Jackson)

On this 17th day of April, 1997, before me, Christine K. Durbin, a Notary Public, appeared Gregory E. Short, as Manager of G.E.S., Enterprises, L.L.C. and Steve Short, Manager of S.S., Enterprises, L.L.C., both of which limited liability companies are members of CST, L.L.P., a limited liability partnership duly organized, and existing under and by virtue of the laws of the State of Missouri, personally known to me to be the persons who executed the foregoing instrument on behalf of said L.L.P. and acknowledged the execution of same to be the act and deed of said L.L.P.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


Notary Public

My commission expires: July 24, 1998

CHRISTINE K. DURBIN
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: July 24, 1998